

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
PAUL GOSSELIN,

Plaintiff(s),

-against-

ARCHDIOCESE OF NEW YORK, SALESIAN  
SCHOOL FOR BOYS and SALESIAN SOCIETY,

Defendant(s).  
-----X

## SUMMONS

Plaintiff(s) designate New York  
County as the place of trial.

The basis of the venue is  
Defendant's place of business

Plaintiff(s) reside at  
11 Harold Street  
Waterville, ME 04901

Index No.:  
Date Summons &  
Complaint Filed:

### To the above named Defendant(s)

**You are hereby summoned** to answer the complaint in this action, and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within twenty days after the services of this summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Port Washington, NY  
September 9, 2019

  
Brett A. Zekowski  
**Parker Waichman LLP**  
*Office & Post Office Address:*  
6 Harbor Park Drive  
Port Washington, NY 11050  
(516) 466-6500  
Our File # 6010546

TO: Archdiocese of New York  
1011 First Avenue  
New York, NY 10022

Salesian School for Boys  
334 Main Street  
Goshen, NY 10924

Salesian Society  
Salesian Provincial Center  
148 E. Main Street  
New Rochelle, NY 10802

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK-----X  
PAUL GOSSELIN,

Plaintiff(s),

-against-

ARCHDIOCESE OF NEW YORK, SALESIAN  
SCHOOL FOR BOYS and SALESIAN SOCIETYDefendant(s).  
-----X**VERIFIED COMPLAINT**Index No.:  
Jury Trial Demanded

Plaintiff, Paul Gosselin, by his attorneys Parker Waichman LLP, complaining of the defendants, respectfully alleges, on personal knowledge as to himself and on information and belief as to all other matters, as follows:

1. At the time of the commencement of ther action plaintiff, Paul Gosselin, was a resident of the County of Kennebec, State of Maine.
2. At the time of the incident(s) giving rise to ther complaint, plaintiff was a resident of the County of Orange, State of New York.
3. Ther action is timely pursuant to CPLR 214-g.
4. At all times herein mentioned, defendant, Archdiocese of New York, was a religious corporation organized pursuant to the Religious Corporations Law, with its principal office at 1011 First Avenue, New York, County of New York, State of New York.
5. At all times herein mentioned, defendant, Salesian School for Boys, was a religious corporation organized pursuant to the Religious Corporations Law with its principal office 334 Main Street, Goshen, County of Orange, State of New York.
6. At all times herein mentioned, defendant, Salesian Society, was a religious corporation organized pursuant to the Religious Corporations Law with its principal office 148 E.

Main Street, New Rochelle, County of Westchester, State of New York.

7. At all times herein mentioned, defendant, Salesian School for Boys, was a Roman Catholic organization within and under the authority of defendant, Archdiocese of New York.

8. At all times herein mentioned, defendant, Archdiocese of New York, oversaw, managed, controlled, directed and operated defendant, Salesian School for Boys.

9. At all times herein mentioned, defendant, Salesian Society, oversaw, managed, controlled, directed and operated defendant, Salesian School for Boys.

10. At all times herein mentioned, defendant, Salesian School for Boys, was a Roman Catholic elementary school located at 334 Main Street, Goshen, New York.

11. At all times herein mentioned, defendant, Archdiocese of New York, managed, supervised and controlled those who were employed or otherwise worked for defendant, Salesian School for Boys, including, but not limited to priests, nuns and other personnel and volunteers, both while they were on premises and engaged in off-premises activities related to their employment with defendant, Salesian School for Boys.

12. At all times herein mentioned, defendant, Salesian School for Boys, managed, supervised and controlled those who were employed or otherwise worked for defendant, Salesian School for Boys, including, but not limited to priests, nuns and other personnel and volunteers, both while they were on premises and engaged in off-premises activities related to their employment with defendant, Salesian School for Boys.

13. At all times herein mentioned, defendant, Salesian Society, managed, supervised and controlled those who were employed or otherwise worked for defendant, Salesian School for Boys, including, but not limited to priests, nuns and other personnel and volunteers, both while they were on premises and engaged in off-premises activities related to their employment with defendant, Salesian School for Boys.

14. From on or about January 1, 1976 through on or about December 31, 1978 plaintiff, an infant, attended defendant, Salesian School for Boys.

15. From on or about January 1, 1976 through on or about December 31, 1978, plaintiff was a student of defendant, Salesian School for Boys.

16. At all times herein mentioned and relevant to the allegations set forth herein Reverend Richard McCormick, was a Reverend assigned as a Reverend by defendant, Archdiocese of New York to defendant, Salesian School for Boys.

17. At all times herein mentioned and relevant to the allegations set forth herein Reverend Richard McCormick was a priest, at defendant, Salesian School for Boys.

18. At all times herein mentioned, Reverend Richard McCormick, was employed by defendant, Archdiocese of New York.

19. At all times herein mentioned, Reverend Richard McCormick, was employed by defendant, Salesian School for Boys.

20. At all times herein mentioned, Reverend Richard McCormick, was employed by the defendant, Salesian Society.

21. Through his position with defendant, Archdiocese of New York, Reverend Richard McCormick, was put in direct contact with plaintiff, Paul Gosselin, then an infant.

22. Through his position with defendant, Salesian School for Boys, Reverend Richard McCormick, was put in direct contact with plaintiff, Paul Gosselin, then an infant.

23. Through his position with Salesian Society, Reverend Richard McCormick was put in direct contact with plaintiff, Paul Gosselin, then an infant.

24. That on or about January 1, 1976 through December 31, 1978, Reverend Richard McCormick sexually abused the plaintiff.

25. At all times herein mentioned, defendant, Reverend Richard McCormick, was

under the management, supervision, employ, direction and/or control of defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society.

26. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, knew and/or reasonably should have known and/or knowingly condoned and/or covered up, the inappropriate and unlawful sexual activities of Reverend Richard McCormick, who sexually abused the plaintiff, Paul Gosselin while plaintiff, Paul Gosselin was an infant.

27. Defendant, Archdiocese of New York, had the responsibility to manage, supervise, control and/or direct priests and reverends assigned to defendant, Salesian School for Boys.

28. Defendant, Salesian School for Boys, had the responsibility to manage, supervise, control and/or direct priests and reverends assigned to Salesian School for Boys.

29. Defendant, Salesian Society, had the responsibility to manage, supervise, control and/or direct priests and reverends assigned to Salesian School for Boys.

30. At all relevant times, defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, had a duty not to aid pedophiles such as Reverend Richard McCormick, by assigning, maintaining and/or appointing him to positions in which he would have access to minors.

31. At all relevant times, Reverend Richard McCormick, used his position as a priest or reverend to entice, take control of plaintiff, Paul Gosselin and sexually assault, sexually abuse or have sexual contact with plaintiff, Paul Gosselin, while plaintiff was a minor.

32. Defendants, individually, jointly and/or severally, violated various New York statutes, including, but not limited to N.Y. Soc. Serv. Law §§413 and 420, which require school officials and teachers to report suspected cases of child abuse and impose liability for failure to report.

33. Plaintiff suffered physical and psychological injuries and damages as a result of his

childhood sexual abuse by Reverend Richard McCormick.

34. As a direct result of defendants' conduct, plaintiff suffered and will continue to suffer great pain of body and mind, severe and permanent emotional distress and physical manifestations of emotional distress. As a result of her childhood sexual abuse, plaintiff has been prevented from obtaining the full enjoyment of life, has incurred and will continue to incur expenses for medical and psychological treatment, therapy and counseling and has incurred and will continue to incur loss of income and/or loss of earning capacity.

35. Because of her childhood sexual abuse, plaintiff, Paul Gosselin, is unable to fully describe all of the details of that abuse and the extent of the harm that she suffered as a result.

**AS AND FOR A FIRST CAUSE OF ACTION  
NEGLIGENT HIRING, RETENTION, SUPERVISION AND/OR DIRECTION**

36. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 35 as if fully set forth herein.

37. The sexual abuse of children by adults, including priests and teachers, is foreseeable.

38. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, at all relevant times represented and held out to the public defendant, Salesian School for Boys and Salesian Society, to be safe places for learning and participating in youth activities.

39. At all relevant times, defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, were each under an express and/or implied duty to protect and care for plaintiff, Paul Gosselin.

40. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, negligently hired, retained, directed and supervised Reverend Richard McCormick, because they knew or should have known that Reverend Richard McCormick, posed a threat of

sexual abuse of children such as plaintiff.

41. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, knew or should have known that Reverend Richard McCormick, had a propensity to engage in the conduct which caused plaintiff's injuries prior to or about the time of the occurrence of these injuries.

42. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, owed a duty of care to all minors, including plaintiff, who were likely to come under the influence or supervision of Reverend Richard McCormick, in their role as teacher, priest, counselor, trustee, director, officer, employee, agent, servant and/or volunteer to ensure that Reverend Richard McCormick, did not use their assigned positions to injure minors by sexual assault, sexual abuse or sexual contact with minors.

43. Reverend Richard McCormick, sexually assaulted, sexually abused and/or had sexual contact with plaintiff, Paul Gosselin, on defendants' premises, including 334 Main Street, Goshen, New York.

44. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, were put on notice of Reverend Richard McCormick's improper and inappropriate actions toward minors.

45. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, were negligent in failing to properly supervise Reverend Richard McCormick.

46. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, were negligent in failing to properly manage Reverend Richard McCormick.

47. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, were negligent in failing to properly control Reverend Richard McCormick.

48. At all relevant times, defendants, Archdiocese of New York, Salesian School for

Boys and Salesian Society, were willful, wanton, malicious, reckless and/or outrageous in their disregard for the rights and safety of plaintiff.

49. As a direct and proximate result of defendants' above described omissions, plaintiff has suffered and will continue to suffer the injuries described herein.

50. By reason of the foregoing, the defendants are liable to plaintiff jointly, severally and/or in the alternative, for compensatory damages and punitive damages, together with costs and interest in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SECOND CAUSE OF ACTION  
NEGLIGENCE/GROSS NEGLIGENCE**

51. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 50 as if fully set forth herein.

52. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, knew or negligently failed to know that, Reverend Richard McCormick, posed a threat of sexual abuse to children.

53. The acts of Reverend Richard McCormick, as described above, were undertaken, enabled by, and/or during the course of their respective employment, assignment, appointment and/or agency with defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society.

54. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society:

- a. gave improper or ambiguous orders or failed to make proper regulations,  
and/or employed improper persons in work involving risk of harm to others;
- b. failed to adequately supervise the activities of Reverend Richard McCormick;



- c. failed to adequately supervise and safeguard minors attending defendant, Salesian School for Boys;
- d. permitted and/or intentionally failed and/or neglected to prevent negligent or tortious conduct by persons, whether or not their servants, agents or employees, upon premises under their control; and
- e. allowed the acts of omission and/or commission of any or all of the allegations set forth in this Complaint to occur.

55. At all relevant times Reverend Richard McCormick, was under the supervision, employ, direction and/or control of defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society.

56. At all relevant times, defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, were wanton, willful, malicious, reckless and outrageous in their disregard for the rights and safety of plaintiff, which conduct was equivalent to criminal conduct.

57. As a direct and/or indirect result of said conduct, plaintiff has suffered injuries and damages as described herein.

58. By reason of the foregoing, defendants jointly, severally and/or in the alternative are liable to plaintiff for compensatory damages and for punitive damages, together with interest and costs in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

### **THIRD CAUSE OF ACTION BREACH OF FIDUCIARY DUTY**

59. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 58 as if fully set forth herein.

60. At all relevant times, there existed a fiduciary relationship of trust, confidence, and

reliance between plaintiff, on the one hand. and defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, on the other, based upon the entrustment of plaintiff, while he was a minor child, to the care and supervision of the defendants and each of them, as a parishioner, worshiper, invitee, attendee or guest at defendant, Salesian School for Boys, and as a student, invitee, attendee or guest at Salesian School for Boys. The entrustment of the plaintiff to the care and supervision of the defendants and each of them, while plaintiff was a minor child, required the defendants to assume a fiduciary role and to act in the best interests of the plaintiff and to protect him while he was a minor and vulnerable child.

61. Pursuant to their fiduciary relationship with plaintiff, defendants were entrusted with the well-being, care and safety of plaintiff.

62. Pursuant to their fiduciary relationship with plaintiff, defendants assumed a duty to act in the best interests of plaintiff.

63. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, breached their fiduciary duties to plaintiff.

64. At all relevant times, the actions and/or inactions of, defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, were willful, malicious, wanton, reckless and outrageous in their disregard for the rights and safety of plaintiff.

65. As a direct result of defendants' conduct, plaintiff has suffered injuries and damages described herein.

66. By reason of the foregoing, defendants, jointly, severally and/or in the alternative are liable to plaintiff for compensatory damages and for punitive damages, together with interest and costs in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**FOURTH CAUSE OF ACTION  
BREACH OF NON-DELEGABLE DUTY**

67. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 66 as of fully set forth herein.

68. When he was a minor, plaintiff, Paul Gosselin was placed in the care of defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, for the purposes of providing plaintiff with a safe environment in which to participate in youth activities and receive an education. There was thus created a non-delegable duty of trust between plaintiff and defendants.

69. Plaintiff, Paul Gosselin was a vulnerable child when placed in the care of defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society.

70. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, and each of them, were in the best position to prevent plaintiff from being abused and/or to have learned of the repeated abuse by Reverend Richard McCormick, and to have stopped it.

71. As evidenced by the fact that plaintiff, Paul Gosselin, was sexually abused as a minor child entrusted to the care of the defendants, these defendants breached their non-delegable duty to plaintiff.

72. At all relevant times, Reverend Richard McCormick, was under the supervision, employment, direction and/or control of defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society.

73. As a result of the sexually abusive conduct of Reverend Richard McCormick, plaintiff, Paul Gosselin, suffered the injuries and damages described herein, the full extent of which is unknown at present.

74. By reason of the foregoing, defendants jointly, severally and/or in the alternative

are liable to plaintiff for compensatory damages and for punitive damages, together with interest and costs in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**FIFTH CAUSE OF ACTION  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

75. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 74 above as if set forth at length herein.

76. As described above, defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society and Reverend Richard McCormick, acted in a negligent and/or grossly negligent manner.

77. The actions of defendants, Archdiocese of New York, Salesian School for Boys, and Salesian Society and Reverend Richard McCormick, endangered plaintiff's safety and caused him to fear for his own safety.

78. As a direct and proximate result of the actions of defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, which included, but were not limited to, negligent and/or grossly negligent conduct, plaintiff suffered severe injuries and damages as described herein, including, but not limited to, mental and emotional distress.

79. By reason of the foregoing, defendants, jointly, severally and/or in the alternative are liable to plaintiff for compensatory damages and for punitive damages, together with costs and interest in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**SIXTH CAUSE OF ACTION  
BREACH OF DUTY *IN LOCO PARENTIS***

80. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 79 as if set forth at length herein.

81. While she was a minor, plaintiff was entrusted by her parents to the control of the defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, for the purposes of providing plaintiff with an education and allowing him to participate in youth activities sponsored by defendants. During the times that plaintiff was at school and during the times that he participated in youth activities, he was under the supervision and control of defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society. These defendants, and each of them, at all relevant times and now, owed and owe a duty to children entrusted their care to act *in loco parentis* and to prevent foreseeable injuries.

82. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, breached their duty to act *in loco parentis*.

83. At all relevant times the actions of defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, were willful, malicious, wanton, reckless, negligent, grossly negligent and/or outrageous in their disregard for the rights and safety of plaintiff.

84. As a direct result of defendants' conduct, plaintiff, Paul Gosselin has suffered the injuries and damages described herein.

85. By reason of the foregoing, defendants jointly, severally and/or in the alternative, are liable to plaintiff for compensatory damages, and for punitive damages, together with interest and costs in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**SEVENTH CAUSE OF ACTION  
BREACH OF STATUTORY DUTY PURSUANT TO NEW YORK  
SOCIAL SERVICES LAW §§ 413, 420 TO REPORT ABUSE**

86. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 85 as if fully set forth herein.

87. Pursuant to N.Y. Social Services Law §§413, 420, defendants, Archdiocese of New

York, Salesian School for Boys and Salesian Society, had a statutory duty to report the reasonable suspicion of abuse of children in their care.

88. Defendants, Archdiocese of New York, Salesian School for Boys and Salesian Society, breached that duty by knowingly and willfully failing to report reasonable suspicion of abuse by Reverend Richard McCormick, of children in their care.

89. As a direct and/or indirect result of said conduct, plaintiff has suffered injuries and damages as described above.

90. By reason of the foregoing, defendants jointly, severally and/or in the alternative are liable to plaintiff for compensatory damages and punitive damages, together with costs and interest in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**WHEREFORE**, plaintiff demands judgment against defendants on each cause of action as follows:

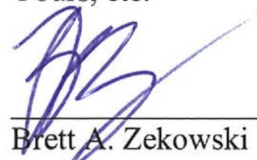
- A. Awarding compensatory damages in an amount to be proven at trial, but in any event in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- B. Awarding punitive damages to the extent permitted by law;
- C. Awarding prejudgment interest to the extent permitted by law;
- D. Awarding costs and fees of this action, including attorneys' fees, to the extent permitted by law;
- E. Awarding such other and further relief as to this Court may seem just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: Port Washington, New York  
September 9, 2019

Yours, etc.



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Brett A. Zekowski  
**Parker Waichman LLP**  
*Attorneys for Plaintiff(s)*  
**Office & Post Office Address**  
6 Harbor Park Drive  
Port Washington, NY 11050  
516-466-6500  
Our File # 6010546

### ATTORNEY'S VERIFICATION

[illegible]

Brett A. Zekowski, an attorney and counselor at law, duly admitted to practice in the Courts of the State of New York, affirms the following to be true under penalties of perjury:

I am an associate of the firm **Parker Waichman LLP** attorneys for the plaintiff(s) herein.

I have read the foregoing Complaint and know the contents thereof. Upon information and belief, I believe the matters alleged therein to be true.

The source of your deponent's information and the grounds of my belief are communications, papers, reports and investigations contained in my file.

The reason this verification is made by deponent and not by plaintiff(s) is that plaintiff(s) reside in a county other than the one in which your deponent's office is maintained.

Dated: Port Washington, NY  
September 9, 2019

Brett A. Zekowski



Index No.

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Defendant(s).

SUMMONS AND VERIFIED COMPLAINT

Certification per 22NYCRR §130-1.1a

  
**Brett A. Zekowski**  
**Parker Waichman LLP**  
*Attorneys for Plaintiff(s)*  
**6 Harbor Park Drive**  
**Port Washington, NY 11050**  
**(516) 466-6500**

To:  
Attorney(s) for

Service of a copy of the within is hereby admitted.

Dated: .....  
Attorney(s) for

**PLEASE TAKE NOTICE**  
**NOTICE OF**

**ENTRY** that the within is a (certified) true copy of a entered in the office of the Clerk of the within named  
Court on 2019 .

**NOTICE** that an Order of which the within is a true copy will be presented to the Hon. , one of the  
**OF**  
**SETTLEMENT** judges of the within named Court, at ,  
, on  
20 , at M.

Dated:

Parker Waichman LLP  
*Attorneys for Plaintiff(s)*

TO: